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FILED
DISTRICT COURT OF GUAM

OCT 20 2005

MARY L.M. MORAN
CLERK OF COURT

Attorneys for Defendant Metropolitan Life Insurance Company

IN THE UNITED STATES
DISTRICT COURT OF GUAM

10 CESS NAVARRO OLMO, RONNIE
11 PASCUAL FERRERAS,

12 Plaintiffs,

13 vs.

14 A.P. GREEN INDUSTRIES, INC., et al.

15 Defendants.
16

CIVIL CASE NO.: CV05-00025

ANSWERS AND DEFENSES OF
METROPOLITAN LIFE INSURANCE
COMPANY TO PLAINTIFFS' FIRST
AMENDED COMPLAINT AND TO
CROSS-CLAIMS OF ANY AND ALL
OTHER DEFENDANTS AND THIRD-
PARTY DEFENDANTS

17
18 Comes now Metropolitan Life Insurance Company ("Metropolitan Life"), one of
19 the Defendants in the above-styled and numbered cause, by and through counsel, and answers
20 the Plaintiffs' First Amended Complaint ("Complaint") and each and every Cross-Claim filed
21 hereafter by any other Defendant or Third-Party Defendant as follows:

22 1. The allegations contained in paragraph 1 of the Complaint are
23 conclusions of law, for which no response is required; to the extent they may be deemed
24 allegations of fact, Metropolitan Life denies them.

25 2. Metropolitan Life is without knowledge or information sufficient to form
26 a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
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1 3. Metropolitan Life denies the allegations contained in paragraph 3 of the
2 Complaint, including all of its subparts, insofar as the allegations are directed against
3 Metropolitan Life, except that Metropolitan Life admits that it is a life insurance company of the
4 State of New York. Metropolitan Life is without knowledge or information sufficient to form a
5 belief as to the truth of the allegations contained in paragraph 3 of the Complaint, including all
6 of its subparts, to the extent said allegations relate to others.
7

8 4. The allegations contained in paragraph 4 of the Complaint are
9 conclusions of law, for which no response is required; to the extent that they are deemed
10 allegations of fact, Metropolitan Life denies them.
11

12 5. The allegations contained in paragraph 5 of the Complaint are
13 conclusions of law, for which no response is required; to the extent that they are deemed
14 allegations of fact, Metropolitan Life denies them.
15

16 6. Metropolitan Life denies the allegations contained in paragraph 6 of the
17 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
18 is without knowledge or information sufficient to form a belief as to the truth of the allegations
19 contained in paragraph 6 of the Complaint to the extent said allegations relate to others.
20

21 7. The allegations contained in paragraph 7 of the Complaint are
22 conclusions of law, for which no response is required; to the extent that they are deemed
23 allegations of fact, Metropolitan Life denies them.

24 8. Metropolitan Life denies the allegations contained in paragraph 8 of the
25 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
26 is without knowledge or information sufficient to form a belief as to the truth of the allegations
27 contained in paragraph 8 of the Complaint to the extent said allegations relate to others.
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1 9. Metropolitan Life is without knowledge or information sufficient to form
2 a belief as to the truth of the allegations contained in the first two sentences of paragraph 9 of
3 the Complaint. Metropolitan Life denies the allegations contained in the remainder of
4 paragraph 9 of the Complaint, insofar as the allegations are directed against Metropolitan Life.
5 Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth
6 of the allegations contained in the remainder of paragraph 9 of the Complaint to the extent said
7 allegations relate to others.
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9 10. Metropolitan Life denies the allegations contained in paragraph 10 of the
10 Complaint.
11

12 11. Metropolitan Life denies the allegations contained in paragraph 11 of the
13 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
14 is without knowledge or information sufficient to form a belief as to the truth of the allegations
15 contained in paragraph 11 of the Complaint to the extent said allegations relate to others.
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17 12. Metropolitan Life is without knowledge or information sufficient to form
18 a belief as to the truth of the allegations contained in paragraph 12 of the Complaint.
19

20 13. Metropolitan Life is without knowledge or information sufficient to form
21 a belief as to the truth of the allegations contained in paragraph 13 of the Complaint.
22

23 14. The allegations contained in paragraph 14 of the Complaint are
24 conclusions of law, for which no response is required; to the extent that they are deemed
25 allegations of fact, Metropolitan Life denies them insofar as the allegations are directed against
26 Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their
27 truth to the extent said allegations relate to others.
28

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1 **AS TO THE FIRST CAUSE OF ACTION**

2 15. The allegations contained in paragraph 15 of the Complaint are
3 conclusions of law, for which no response is required; to the extent that they are deemed
4 allegations of fact, Metropolitan Life denies them insofar as the allegations are directed against
5 Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their
6 truth to the extent said allegations relate to others.
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8 16. The allegations contained in paragraph 16 of the Complaint are
9 conclusions of law, for which no response is required; to the extent that they are deemed
10 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
11 or anyone else for any amount.
12

13 17. The allegations contained in paragraph 17 of the Complaint are
14 conclusions of law, for which no response is required; to the extent that they are deemed
15 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
16 or anyone else for any amount.
17

18 18. The allegations contained in paragraph 18 of the Complaint are
19 conclusions of law, for which no response is required; to the extent that they are deemed
20 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
21 or anyone else for any amount.
22

23 **AS TO THE SECOND CAUSE OF ACTION**

24 19. Metropolitan Life reasserts and incorporates by reference its responses to
25 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
26 to paragraph 19 of the Complaint.

27 20. Metropolitan Life denies the allegations contained in paragraph 20 of the
28 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life

1 is without knowledge or information sufficient to form a belief as to the truth of the allegations
2 contained in paragraph 20 of the Complaint to the extent said allegations relate to others.

3 21. Metropolitan Life denies the allegations contained in paragraph 21 of the
4 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
5 is without knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained in paragraph 21 of the Complaint to the extent said allegations relate to others.
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8 22. The allegations contained in paragraph 22 of the Complaint are
9 conclusions of law, for which no response is required; to the extent that they are deemed
10 allegations of fact, Metropolitan Life denies them insofar as the allegations are directed against
11 Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their
12 truth to the extent said allegations relate to others.
13

14 23. The allegations contained in paragraph 23 of the Complaint are
15 conclusions of law, for which no response is required; to the extent that they are deemed
16 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
17 or anyone else for any amount.
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19 24. Metropolitan Life denies the allegations contained in paragraph 24 of the
20 Complaint, insofar as the allegations are directed against Metropolitan Life, and it denies that it
21 is liable to the Plaintiffs or anyone else for any amount. Metropolitan Life is without knowledge
22 or information sufficient to form a belief as to the truth of the allegations contained in paragraph
23 24 of the Complaint to the extent said allegations relate to others.
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25 25. The allegations contained in paragraph 25 of the Complaint are
26 conclusions of law, for which no response is required; to the extent that they are deemed
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1 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
2 or anyone else for any amount.

3 **AS TO THE THIRD CAUSE OF ACTION**

4 26. Metropolitan Life reasserts and incorporates by reference its responses to
5 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
6 to paragraph 26 of the Complaint.
7

8 27. The allegations contained in paragraph 27 of the Complaint are
9 conclusions of law, for which no response is required; to the extent that they are deemed
10 allegations of fact, Metropolitan Life denies them insofar as the allegations are directed against
11 Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their
12 truth to the extent said allegations relate to others.
13

14 28. The allegations contained in paragraph 28 of the Complaint are
15 conclusions of law, for which no response is required; to the extent that they are deemed
16 allegations of fact, Metropolitan Life denies them insofar as the allegations are directed against
17 Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their
18 truth to the extent said allegations relate to others.
19

20 29. The allegations contained in paragraph 29 of the Complaint are
21 conclusions of law, for which no response is required; to the extent that they are deemed
22 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
23 or anyone else for any amount.
24

25 **AS TO THE FOURTH CAUSE OF ACTION**

26 30. Metropolitan Life reasserts and incorporates by reference its responses to
27 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
28 to paragraph 30 of the Complaint.

1 31. Metropolitan Life denies the allegations contained in paragraph 31 of the
2 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
3 is without knowledge or information sufficient to form a belief as to the truth of the allegations
4 contained in paragraph 31 of the Complaint to the extent said allegations relate to others.
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6 32. Metropolitan Life is without knowledge or information sufficient to form
7 a belief as to the truth of the allegations contained in paragraph 32 of the Complaint.
8

9 33. Metropolitan Life denies the allegations contained in paragraph 33 of the
10 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
11 is without knowledge or information sufficient to form a belief as to the truth of the allegations
12 contained in paragraph 33 of the Complaint to the extent said allegations relate to others.
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14 34. Metropolitan Life denies the allegations contained in paragraph 34 of the
15 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
16 is without knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained in paragraph 34 of the Complaint to the extent said allegations relate to others.
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19 35. Metropolitan Life denies the allegations contained in paragraph 35 of the
20 Complaint, insofar as the allegations are directed against Metropolitan Life, and it denies that it
21 is liable to the Plaintiffs or anyone else for any amount. Metropolitan Life is without knowledge
22 or information sufficient to form a belief as to the truth of the allegations contained in paragraph
23 35 of the Complaint to the extent said allegations relate to others.
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25 36. The allegations contained in paragraph 36 of the Complaint are
26 conclusions of law, for which no response is required; to the extent that they are deemed
27 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
28 or anyone else for any amount.

1 **AS TO THE FIFTH CAUSE OF ACTION**

2 37. Metropolitan Life reasserts and incorporates by reference its responses to
3 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
4 to paragraph 37 of the Complaint.
5

6 38. Metropolitan Life denies the allegations contained in paragraph 38 of the
7 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
8 is without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained in paragraph 38 of the Complaint to the extent said allegations relate to others.
10

11 39. The allegations contained in paragraph 39 of the Complaint are
12 conclusions of law, for which no response is required; to the extent that they are deemed
13 allegations of fact, Metropolitan Life denies them insofar as the allegations are directed against
14 Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their
15 truth to the extent said allegations relate to others.
16

17 40. Metropolitan Life denies the allegations contained in paragraph 40 of the
18 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
19 is without knowledge or information sufficient to form a belief as to the truth of the allegations
20 contained in paragraph 40 of the Complaint to the extent said allegations relate to others.
21

22 41. The allegations contained in paragraph 41 of the Complaint are
23 conclusions of law, for which no response is required; to the extent that they are deemed
24 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
25 or anyone else for any amount.
26

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1 **AS TO THE SIXTH CAUSE OF ACTION**

2 42. Metropolitan Life reasserts and incorporates by reference its responses to
3 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
4 to paragraph 42 of the Complaint.
5

6 43. Metropolitan Life denies the allegations contained in paragraph 43 of the
7 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
8 is without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained in paragraph 43 of the Complaint to the extent said allegations relate to others.
10

11 **AS TO THE SEVENTH CAUSE OF ACTION**

12 44. Metropolitan Life reasserts and incorporates by reference its responses to
13 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
14 to paragraph 44 of the Complaint.

15 45. Metropolitan Life denies the allegations contained in paragraph 45 of the
16 Complaint.
17

18 46. Metropolitan Life denies the allegations contained in paragraph 46 of the
19 Complaint.
20

21 47. Metropolitan Life denies the allegations contained in paragraph 47 of the
22 Complaint.
23

24 48. Metropolitan Life denies the allegations contained in paragraph 48 of the
25 Complaint.

26 **AS TO THE EIGHTH CAUSE OF ACTION**

27 49. Metropolitan Life reasserts and incorporates by reference its responses to
28 paragraphs 1 through 14 of the Complaint, inclusive, as though fully set forth herein in response
to paragraph 49 of the Complaint.

1 50. Metropolitan Life denies the allegations contained in paragraph 50 of the
2 Complaint, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life
3 is without knowledge or information sufficient to form a belief as to the truth of the allegations
4 contained in paragraph 50 of the Complaint to the extent said allegations relate to others.
5

6 51. Metropolitan Life denies the allegations contained in paragraph 51 of the
7 Complaint, and it denies that it is liable to the Plaintiffs or anyone else for any amount.
8

9 52. The allegations contained in paragraph 52 of the Complaint are
10 conclusions of law, for which no response is required; to the extent that they are deemed
11 allegations of fact, Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs
12 or anyone else for any amount.

13 53. The first unnumbered paragraph following paragraph 52 of the
14 Complaint, including all of its subparts, contains prayer for relief and conclusions of law, for
15 which no response is required; to the extent that they are deemed allegations of fact,
16 Metropolitan Life denies them, and it denies that it is liable to the Plaintiffs or anyone else for
17 any amount.
18

19 54. The allegations contained in the second unnumbered paragraph following
20 paragraph 52 of the Complaint are Plaintiffs' characterization of their case and demand for a
21 trial by jury, for which no response is required; to the extent they may be deemed allegations of
22 fact, Metropolitan Life denies them.
23

24 55. All allegations not specifically admitted above are hereby denied.
25

26 **FIRST DEFENSE**

27 The allegations of the Complaint and each Count thereof fail to state a claim
28 against Metropolitan Life upon which relief can be granted.

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1 **SECOND DEFENSE**

2 The claims in the Complaint and each Count thereof are barred by the
3 appropriate statute of limitations.

4 **THIRD DEFENSE**

5 Plaintiffs' negligence equals or exceeds any negligence of any Defendant, and
6 Plaintiffs' claims therefore are barred by the doctrine of comparative and/or contributory
7 negligence.
8

9 **FOURTH DEFENSE**

10 Plaintiffs' negligence must be compared to the negligence, if any, of Defendants,
11 and Plaintiffs' recovery, if any, must be reduced, under the doctrine of comparative negligence,
12 by Plaintiffs' corresponding degree of negligence.
13

14 **FIFTH DEFENSE**

15 Plaintiffs' claims are barred by the operation of the doctrine of laches.

16 **SIXTH DEFENSE**

17 Plaintiffs' claims are barred by the operation of the doctrine of estoppel.

18 **SEVENTH DEFENSE**

19 Plaintiffs' claims are barred by the operation of the doctrine of waiver.

20 **EIGHTH DEFENSE**

21 Plaintiffs assumed the risk of any injuries allegedly sustained as a result of
22 exposure to asbestos-containing products used by or near Plaintiffs.
23

24 **NINTH DEFENSE**

25 Whatever damages were incurred by the Plaintiffs were the result of intervening
26 and/or superseding acts or omissions of parties over whom this Defendant had no control.

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1 **FIFTEENTH DEFENSE**

2 The claims in the Complaint and each Count thereof that seek exemplary or
3 punitive damages violate Metropolitan Life's right to procedural substantive due process as
4 provided in the Fifth and Fourteenth Amendments of the United States Constitution and Article
5 I, Sections 1 and 5, and all other applicable provisions, of the Organic Act of Guam.
6

7 **SIXTEENTH DEFENSE**

8 The claims in the Complaint and each Count thereof that seek exemplary or
9 punitive damages violate Metropolitan Life's right to equal protection under the law and are
10 otherwise unconstitutional under the Fourteenth Amendment of the United States Constitution
11 and Article I, Sections 1 and 6, and all other applicable provisions, of the Organic Act of Guam.
12

13 **SEVENTEENTH DEFENSE**

14 The claims in the Complaint and each Count thereof that seek exemplary or
15 punitive damages violate Metropolitan Life's right to protection from "excessive fines" as
16 provided for in the United States Constitution and the Organic Act of Guam.
17

18 **EIGHTEENTH DEFENSE**

19 The actions of Metropolitan Life were within its rights under the First
20 Amendment to the United States Constitution and the Organic Act of Guam and are fully
21 protected thereby.

22 **NINETEENTH DEFENSE**

23 Plaintiffs should have taken action to minimize or eliminate damages, and
24 therefore Plaintiffs are precluded from recovering damages, or their damages are reduced, by
25 operation of the doctrine of avoidable consequences.
26

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1 **TWENTIETH DEFENSE**

2 Metropolitan Life did not authorize, approve, or ratify the acts or omissions
3 attributed to it in the Complaint.

4 **TWENTY-FIRST DEFENSE**

5 Metropolitan Life states that it cannot be held liable as a matter of law for
6 injuries or damages allegedly sustained as a result of exposure to asbestos-containing products
7 allegedly used by or near the Plaintiffs, to the extent such exposure was to asbestos-containing
8 products manufactured and distributed by others pursuant to and in strict conformity with
9 specific regulations and specifications set forth by the United States Government. Metropolitan
10 Life avers further that all times relevant to the allegations contained in the Complaint, the
11 products allegedly containing asbestos substantially conformed to those specifications set forth
12 and approved by the United States Government, and the United States Government had actual
13 knowledge of the hazards, if any, associated with exposure to asbestos.
14

15 **TWENTY-SECOND DEFENSE**

16 Metropolitan Life is entitled to a set-off or credit in the amount of any settlement
17 or compromise heretofore or hereafter reached by Plaintiffs with any other person for any of
18 Plaintiffs' alleged damages.
19

20 **TWENTY-THIRD DEFENSE**

21 The Complaint should be dismissed pursuant to Rule 9 (b) of the Rules of Civil
22 Procedure.
23

24 **TWENTY-FOURTH DEFENSE**

25 Metropolitan Life would show unto the Court that multiple awards of punitive
26 damages against it would violate the Organic Act of Guam; and the prohibition against being
27
28

1 twice placed in jeopardy for the same offense embodied in the Fifth and Fourteenth
2 Amendments of the United States Constitution.

3
4 **TWENTY-FIFTH DEFENSE**

5 Plaintiffs' alleged injuries and damages, if any, were proximately caused by or
6 contributed by the exposure or inhalation of noxious and deleterious fumes and residues from
7 industrial products or by-products prevalent on his job sites, by the cumulative effects of
8 exposure to all types of environmental and industrial pollutants of air and water, or by
9 substances, products, or other causes not attributable to or connected with Metropolitan Life.

10
11 **TWENTY-SIXTH DEFENSE**

12 The Complaint fails to name both necessary and indispensable parties in whose
13 absence complete relief cannot be accorded among those already parties. Therefore, this action
14 must be dismissed, or alternatively, the action should be stayed pending other appropriate relief
15 by the Court.

16
17 **TWENTY-SEVENTH DEFENSE**

18 Defendant Metropolitan Life would show unto the Court that the events which
19 allegedly form the basis for the Plaintiffs' alleged causes of action against Metropolitan Life
20 arose prior to the elimination of the common law privity requirement in negligence and strict
21 liability actions. As such, the Plaintiffs are subject to the common law requirement that they be
22 in privity with Defendant Metropolitan Life. Inasmuch as no such privity existed, Metropolitan
23 Life is not a proper party to this action.

24
25 **TWENTY-EIGHTH DEFENSE**

26 The claims of Plaintiffs' spouses are barred by Plaintiffs' contributory and/or
27 comparative negligence and/or assumption of risk and/or any other defense asserted herein.

28 //

1 **TWENTY-NINTH DEFENSE**

2 The Plaintiffs' claims should be denied to the extent they are barred by the
3 operation of the doctrine of accord and satisfaction.

4 **THIRTIETH DEFENSE**

5 The Plaintiffs' claims should be denied to the extent they are barred by the
6 operation of the doctrine of release and settlement.

7 **THIRTY-FIRST DEFENSE**

8 The Plaintiffs' claims should be denied to the extent they are barred by the
9 operation of the doctrine of payment.

10 **THIRTY-SECOND DEFENSE**

11 The Complaint should be dismissed because of improper venue.

12 **THIRTY-THIRD DEFENSE**

13 The Complaint should be dismissed under the doctrine of forum non conveniens.

14 **THIRTY-FOURTH DEFENSE**

15 The Complaint should be dismissed because the Court lacks personal
16 jurisdiction.

17 **THIRTY-FIFTH DEFENSE**

18 The Complaint should be dismissed because there has been insufficient service of
19 process.

20 **THIRTY-SIXTH DEFENSE**

21 Plaintiffs' claim of market share liability is not a recognized theory of recovery
22 in Guam and therefore it fails to state a claim upon which relief may be granted.

23 **THIRTY-SEVENTH DEFENSE**

24 Plaintiffs' claim of industry wide or enterprise liability is not a recognized theory
25 of recovery in Guam and therefore it fails to state a claim upon which relief may be granted.

1 **THIRTY-EIGHTH DEFENSE**

2 Defendant Metropolitan Life hereby incorporates by reference any and all
3 affirmative defenses heretofore or hereinafter set forth by co-defendants as though fully set forth
4 herein.

5 **ANSWER TO CROSS-CLAIMS**

6
7 Metropolitan Life denies every allegation of each and every Cross-Claim insofar
8 as said allegations apply to Metropolitan Life.

9
10 Metropolitan Life denies any liability with respect to each and every count and
11 every Cross-Claim insofar as said counts apply to Metropolitan Life.

12
13 Metropolitan Life denies that it is liable to indemnify any other Defendant or
14 Third-Party Defendant in this action.

15
16 Metropolitan Life denies that any Defendant or Third-Party Defendant is entitled
17 to contribution from Metropolitan Life in this action.

18
19 In response to each and every Cross-Claim, Metropolitan Life adopts by
20 reference all denials set forth above, as though fully set forth herein.

21
22 In response to each and every Cross-Claim, Metropolitan Life adopts by
23 reference all Defenses set forth above, as though fully set forth herein, as Defenses to each and
24 every Cross-Claim.

25 **WHEREFORE**, Metropolitan Life demands that:

- 26 (a) the Complaint be dismissed with prejudice as to Metropolitan Life;
27 (b) Plaintiffs' demand for relief be denied in every respect;
28 (c) Metropolitan Life be awarded costs in connection with this litigation,
including reasonable attorneys' fees;

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- 1
- 2 (d) The Court grant such other and further relief as may be just, proper,
- 3 and equitable; and
- 4
- 5 (e) Metropolitan Life requests a trial by jury.
- 6

7 **KLEMM, BLAIR, STERLING & JOHNSON**
8 A PROFESSIONAL CORPORATION

9 DATED: OCTOBER 19, 2005

10 BY: 

11 **THOMAS C. STERLING**

12 *Attorneys for Defendant Metropolitan Life Insurance*
13 *Company*

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16 LIFE INSURANCE RE OLMO ET AL V A P GREEN INDUSTRIES INC ET AL.DOC

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CERTIFICATE OF SERVICE

I, **THOMAS C. STERLING**, hereby certify that on October 20, 2005, I will cause to be served, via hand delivery, a true and correct copy of the **ANSWERS AND DEFENSES OF METROPOLITAN LIFE INSURANCE COMPANY TO PLAINTIFFS' FIRST AMENDED COMPLAINT AND TO CROSS-CLAIMS OF ANY AND ALL OTHER DEFENDANTS AND THIRD-PARTY DEFENDANTS** upon the following counsel of record , addressed as follows:

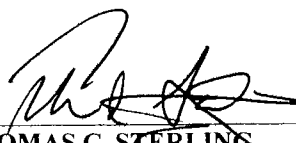
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Dated this 20th day of October, 2005.



THOMAS C. STERLING